

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA)

V.)

MARIO SAMUEL LEVIS)

Defendant.)

) CASE NO.: 08 Cr. 181

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 3/17/08

PROPOSED ORDER

In accordance with the terms of the pre-trial release bond set on March 6, 2008, the Defendant's mother, Aida Marquez, is ordered to open a brokerage account and pledge and deposit GNMA bonds or securities of equal credit quality and rating ("securities") valued at \$10,000,000 with Santander Securities, an SEC registered broker-dealer and a member firm of the Financial Industry Regulatory Authority ("FINRA"). Santander Securities is located at Santander Tower, B7 Tabonuco Street, Suite 1800 in Guaynabo, Puerto Rico 00968, telephone number (787)759-5378.

The brokerage account must be titled "Aida Marquez pledged for the benefit of the Southern District of New York in *United States v. Mario S. Levis*, Case No. 08-CR-181." The value of the securities pledged and deposited are to secure the Defendant Mario S. Levis' appearance before this Court. Throughout the duration of this Order and at all times during the pendency of this case and up until the personal recognizance bond is exonerated, the securities will remain as GNMA bonds on deposit with Santander Securities and will not be transferred to any other accounts within the institution without prior written authorization from this Court.

Santander Securities will provide copies of the monthly account statements to the United States District Court in the Southern District of New York for purposes of monitoring the account's balance. Copies of the monthly account statements must be sent to the following address: United

States Courthouse, 500 Pearl Street, Room No. 2550, New York, NY 10007

Monthly interest paid and other income received is to be disbursed to Aida Marquez, as consistent with Santander Securities' account policies. In the event the market value of the securities held in the brokerage account fall below \$10,000,000, this Court may order additional securities and/or cash or cash equivalent to be deposited into the account. Santander Securities will not release or transfer any principal of the securities pledged and deposited by Aida Marquez into the brokerage account, in excess of the \$10,000,000 value, without a prior written order from this Court to Santander Securities' Compliance Officer.

Dated this 14th day of March, 2008.
New York, New York.

By. Thomas P. Griesa
United States District Judge-Patterson

SREBNT
\$10 MILLION PRB CO-SIGNED BY DEFT'S MOTHER AND HIS SISTER AND SECURED BY SECURITIES HELD BY HIS MOTHER VALUED AT \$10 MILLION DOLLARS AND BY THE PRIMARY RESIDENCE OF HIS SISTER. THE DEFT IS TO BE SURRENDER ALL TRAVEL DOCUMENTS AND MAKE NO NEW APPLICATIONS. THE DEFT'S TRAVEL IS RESTRICTED TO SDNY, EDNY, SOUTHERN DISTRICT OF FLORIDA AND THE DISTRICT OF PUERTO RICO. DEFT TO HAVE REGULAR PRETRIAL SUPERVISION. DEFT TO BE RELEASED TODAY ON HIS OWN SIGNATURE AND OTHER CONDITIONS ARE TO BE MET BY NEXT WEEK.

NAD 98 (Rev. 11/07) Appearance Bond

UNITED STATES DISTRICT COURT

Southern

District of

New York

UNITED STATES OF AMERICA

v.

MARIO S. LEVIS a/k/a "Sammy Levis,"

APPEARANCE BOND

Defendant

Case Number: 08 CR. 181 (RPP)

Non-surety: I, the undersigned defendant acknowledge that I and my . . .

Surety: We, the undersigned, jointly and severally acknowledge that we and our . . .

personal representatives, jointly and severally, are bound to pay to the United States of America the sum of

\$ 10,000,000, and there has been deposited in the Registry of the Court the sum of

\$ XXXXXXXXXXXXXXXXXXXXXX in cash or SECURITIES AND RESIDENCE (describe other security).

The conditions of this bond are that the defendant

MARIO S. LEVIS a/k/a "Sammy Levis,"

Name

is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States District Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing bond (including any proceeding on appeal or review), which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this bond, then this bond is to be void, but if the defendant fails to obey or perform any of these conditions, payment of the amount of this bond shall be due forthwith. Forfeiture of this bond for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach and if the bond is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for the amount above stated, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States.

This bond is signed on February 6, 2008 at 500 Pearl Street, New York, New York 10007
Date Place

Defendant

MARIO S. LEVIS

Surety

Surety

Signed and acknowledged before me on

February 6, 2008

Date

Gilbert J.

Signature of Judge/Clerk

Bond Approved:

DAVID SIEGAL